



Documentary Stamps are figured on the amount financed. \$ 10,058.04

# MORTGAGE

BOOK 1617 PAGE 161

THIS MORTGAGE is made this 9th day of June 1983, between the Mortgagor, Frank H. Speares, Jr. and Marianne G. Speares (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten thousand, five hundred, twenty and 98/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 9, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 13, 1983;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that lot of land on the northeast side of Cleveland Street Extension in the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lots No. 12, 14, and 15 on plat of Section E of Gower Estates, made by R. K. Campbell, Webb Surveying & Mapping Co., October, 1964, recorded in the RMC Office for Greenville County, South Carolina in Plat Book BBB, page 71 and being designated as Lot No. 12 of Section E of Gower Estates on a revised plat of Lots 12, 14 and 15 made by H. C. Clarkson, Jr., March 11, 1966, recorded in the RMC Office for Greenville County, SC. in Plat Book MMM, Page 63 and having according to said plats the following metes and boudns, to-wit:

BEGINNING at an iron pin on the northeast side of Cleveland Street Extension at the joint front corner of Lots No. 12 and 12-A as shown on the revised plat referred to above and runs thence N 37-01 E 210.2 feet to an iron pin; thence N. 42-43 W 138 feet to an iron pin; thence S 55-45 W 132 feet to an iron pin; thence S 78-02 W 119.4 feet to an iron pin on the northeast side of Cleveland Street Extension; thence along Cleveland Street Extension S 44-36 E 138.4 feet to an iron pin; thence still along Cleveland street Extension S 53-23 E 120 feet to the beginning corner.

This is that same property conveyed by deed of Conyers & Gower, INC. to Frank H. Spears, Jr. and Marianne G. Spears dated April 8th, 1966 and recorded April 8th, 1966 in Deed Volume 795 at page 557 in the RMC office for Greenville County, SC.

ALSO this is that same property conveyed by deed of Joe W. Hiller to Frank H. Spears, Jr. dated April 19th, 1972 and recorded 1-12-73 in Deed Volume 964 at Page 622 in the RMC office for Greenville County, SC. 958 511

ALL that certain piece, parcel or lot of land being that small portion of Lot No. 15 abutting the rear of the grantee's property said Lot No. 15 being located on the westerly side of Henderson Road, in the City of Greenville SC and having according to a plat entitled "A Survey of a Portion of Lot 15 of Re-Plat of Property of Joe W. Hiller, et al" made by Campbell which has the address of

1813 Cleveland Street Ext. Greenville (City) CONTINUED  
SC 29605 (herein "Property Address");  
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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